

MAINTENANCE PROTECTION PLAN

The Maintenance Protection Plan (MPP) is an optional offering that provides protection from the costs associated with repairs to station wire and jacks. This plan is offered by Colorado Valley Communications, Inc. (CVC) to CVC residential customers only.

What is included in the Maintenance Protection Plan?

- Service call charges, diagnostic service and repair to all newly and properly installed station wire and jacks.
- The repair of breaks to non-standard wire (wiring that does not meet telephone industry standards for carrying telephone signals), but only to restore the wire to its original condition.

What is *not* included in the Maintenance Protection Plan?

- Repair of customer owned equipment such as answering machines, Internet routers, satellite equipment, telephones, etc.
- Damage due to natural disasters or floods, other than lightning.
- Damage due to gross negligence, willful damage or vandalism.
- Station wire or jacks that do not meet CVC's installation practices or technical standards.

Charges

If the customer is *not* subscribed to the MPP and a service call determines trouble to be located in the customer's station wire, jacks or equipment, CVC will bill the customer an \$85 trip charge. If the customer requests CVC to repair or replace the defective station wire or jacks, the charges billed to the customer will be \$85 per hour (which includes the trip charge) plus parts, with a minimum charge of one hour. By requesting the Maintenance Protection Plan, the customer agrees to pay CVC's current monthly charge for the service, as well as any taxes and fees assessed on the service.

Terms and Conditions

For a monthly fee of \$4.95, the Maintenance Protection Plan provides repair service on station wire and jacks. The station wire runs from the network interface device located on the outside of the customer's home to the jacks located inside the customer's home. For new customers, the Maintenance Protection Plan is effective upon the connection of telephone service. For existing customers, MPP becomes effective thirty (30) days after it is ordered. If the customer has more than one single-line telephone service at one location (e.g., two telephone numbers) and the customer wishes to subscribe to the Maintenance Protection Plan, only one MPP monthly charge will apply to the customer. If the customer has a detached extension on the same premises, the MPP is *not* offered to cover the maintenance of station wire or jacks associated with the detached structure. The MPP will only cover the main residence. The Maintenance Protection Plan is *not* offered for repair of complex wiring associated with multiple lines that use common equipment such as a key system.

Cancellation of the Maintenance Protection Plan

The customer may cancel the MPP at any time by calling CVC's business office. Charges are prorated to the date the plan is canceled, except that, for the first month, there is a minimum of one month billing. There is no charge for canceling the plan. CVC may cancel the Maintenance Protection Plan upon a customer's failure to timely pay MPP charges or where abuse is determined. Abuse is defined as gross negligence, willful damage or vandalism, either intentional or unintentional. If the Maintenance Protection Plan is reordered after cancellation, there is a thirty (30) day waiting period before the MPP becomes effective.

Amendment of Contract

CVC reserves the right to discontinue offering the Maintenance Protection Plan or to amend the terms and conditions, including increasing the prices, by giving customers at least one month's written notice of the contract amendment, change in the charges, or discontinuance of the offering. Notification may be in the form of an announcement included with or as part of the customer's monthly telephone bill. By paying the monthly charge after the effective date of the notice, the customer agrees to be bound by the amendment or change in charges and agrees to the terms of this contract.